



Entered on Docket
July 20, 2006

A handwritten signature in cursive script, appearing to read "Lloyd King".

Hon. Lloyd King
United States Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

USA COMMERCIAL MORTGAGE
COMPANY,

Debtor.

Case No. BK-S-06-10725-LBR
Chapter 11

Examination:
Date: July 28, 2006
Time: 1:00 p.m.

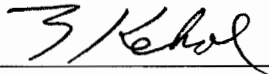
EX PARTE ORDER PURSUANT TO RULE 2004, FEDERAL
RULES OF BANKRUPTCY PROCEDURE, FOR EXAMINATION OF DEBTOR'S
PMK(S)

1 This Court having read and considered the Ex Parte Application Pursuant To Rule 2004,
2 Federal Rules of Bankruptcy Procedure, For Examination of Debtor's PMK(s), filed by Lerin
3 Hills, Ltd. ("Lerin") and for good cause appearing:

4 IT IS HEREBY ORDERED that the person(s) most knowledgeable of the topics listed
5 on Attachment A hereto from Debtor shall appear **July 28, 2006 at 1:00 p.m.** at the law office
6 of Kehoe & Associates, 871 Coronado Center Drive, Suite 200, Henderson, NV 89052 for oral
7 examination.
8

9 IT IS FURTHER ORDERED that oral examination be continued from day to day, as
10 necessary.
11

12 Prepared & Submitted By:
13 KEHOE & ASSOCIATES

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15 Ty E. Kehoe, Esq.
16 871 Coronado Center Drive, Suite 200
17 Henderson, Nevada 89052
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EXHIBIT A

DEFINITIONS

1. "Debtor" or "USA Commercial Mortgage" shall refer to USA Commercial Mortgage Company.
2. "Lender" or "Lenders" shall refer to the persons having advanced funds to Lerin Hills, Ltd. pursuant to the Promissory Note dated December 7, 2005 on the project commonly referred to as the Lerin Hills Project ("Lerin Hills Project and Loan"), and their agents and representatives.
3. "Promissory Note" shall mean that document related to the Lerin Hills Project and Loan.
4. "Loan Agreement" shall refer to that document related to the Lerin Hills Project and Loan.
5. "Deed of Trust" shall refer to that document related to the Lerin Hills Project and Loan.
6. "Person" or "Persons" refers to any person, firm, or entity.
7. "Power of Attorney" refers to any power of attorney granted by any Lender to Debtor or any other person relating to the Promissory Note.
8. "Loan Servicing Agreement" means those certain loan servicing agreements by and among Debtor and each of the Lenders.
9. "Project Disbursement Group" refers to that certain company referred to in the Loan Agreement called Project Disbursement Group.
10. "Communications" means any and all types of communications whether oral or otherwise as reflected in any writing, tape, video, or other means of transmitting information.
11. "Document" means any writing whether on paper or other form including emails and has the same meaning as in the Federal Rules of Civil Procedure.
12. "Borrower" refers to Lerin Hills, Ltd., and any and all of its officers and agents.

TOPICS

1. Loan relationship between Lerin Hills, Ltd., and USA Commercial Mortgage.
2. Consideration regarding the Promissory Note secured by the Deed of Trust dated December 7, 2005, between Lerin Hills, Ltd. and Lenders.
3. Principal and interest claimed due and owing on the Promissory Note between Lerin Hills, Ltd. and Lenders.

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2 4. Amounts paid to the Lenders under the December 2005 Loan Agreement with Lerin Hills, Ltd.

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4 5. Amounts paid to USA Commercial Mortgage, under the December 2005 Loan Agreement with Lerin Hills, Ltd.

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6 6. Origination fees and other fees associated with the Promissory Note and Loan Agreement.

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8 7. The latest statement, or accounting, by USA Commercial Mortgage, to its borrowers and private lenders on the Lerin Hills Promissory Note and Loan Agreement.

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10 8. Consideration received by USA Commercial Mortgage in connection with the Loan Servicing Agreements, Promissory Note and any other documents executed in connection with the Loan Agreement with Lerin Hills, Ltd.

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12 9. Names and addresses for the Lenders, participants to the Loan Agreement, and any parties that were added as beneficiaries under the Loan Agreement or related Deed of Trust, subsequent to January 1, 2006.

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14 10. Source and purpose of amounts funded to Project Disbursement Group related to the Lerin Hills Project and Loan.

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16 11. Explanation of Debtor's demand, dated July 29, 2006, for payment of Lerin Hills Loan, specifically focusing on the Exit Fee demanded therein.

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18 12. Other issues concerning the assets and liabilities of the Debtor in Possession, and its reorganization.

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